could have been accurately assessed. *Cf. Whitwood Chemical Co.* v. *Hardman*, [1891] 2 Ch. 416. With respect to the interference with the personal security of the plaintiff, the court, in harmony with Georgia's enlightened attitude toward preventive relief, properly restrained the defendant from further acts of violence. *Cf. Stark* v. *Hamilton*, 149 Ga. 227, 99 S. E. 861; *Pavesich* v. *New England Life Ins Co.*, 122 Ga. 190, 50 S. E. 68. The justification for such relief is that money damages cannot be an adequate remedy for injuries to the person. Unfortunately many courts are less enlightened. *Cf. Ashinsky* v. *Levenson*, 256 Pa. St. 14, 100 Atl. 491. See Roscoe Pound, "Equitable Relief Against Defamation," 29 HARV. L. REV. 640. This defect is remedied in some states by statutes giving protection to those threatened with physical harm. See 1920 OREG. LAWS, § 1819; 1919 MO. REV. STAT., §§ 3747, 3748.

INSURANCE — ACCIDENT INSURANCE — INDEMNITY AGAINST CONSEQUENCES OF CRIMINAL NEGLIGENCE. — The assured held a policy of indemnity against loss from liability incurred on account of accident. While in an intoxicated condition and driving his automobile at an unlawful rate of speed, he struck and injured X, who died from his injuries. As a result the assured was convicted and sentenced to imprisonment for an offense under the criminal code. He now seeks indemnity from the insurer to the amount of a judgment recovered against him by the dependents of X. *Held*, that the plaintiff may not recover. *O'Hearn* v. *Yorkshire Ins. Co.*, 21 Ont. W. N. 67 (Ont. Div. Ct.).

Public policy does not necessarily prohibit contracts indemnifying against the consequences of an illegal act unless made with the deliberate purpose of accomplishing the act. *Jewett Publishing Co.* v. *Butler*, 159 Mass. 517, 34 N. E. 1087; *Peterson* v. *Chicago & N. W. Ry.*, 119 Wis. 197, 96 N. W. 532. See 3 WILLISTON, CONTRACTS, § 1751. Accordingly, insurance of owners against the consequences of negligence in the maintenance or use of automobiles has been generally upheld in the absence of statutory inhibition. *Gould* v. *Brock*, 221 Pa. St. 38, 69 Atl. 1122; *Messersmith* v. *American Fidelity Co.*, 133 N. E. 432 (N. Y.). If, then, the contract of insurance is valid, the fact that the assured's tort may also amount to a statutory misdemeanor or even manslaughter is not ground for denying him relief. *Messersmith* v. *American Fidelity Co.*, *supra*; *Tinline* v. *White Cross Ins. Ass'n*, [1921] 3 K. B. 327. *Cf. Taxicab Motor Co.* v. *Pacific Coast Cas. Co.*, 73 Wash. 631, 132 Pac. 393. If denied in these cases, the indemnity dwindles to the vanishing point, in view of statutes making criminal well-nigh every negligent act of the automobile operator. See *Messersmith* v. *American Fidelity Co.*, *supra*, at 432. Furthermore, the real sufferer, if the principal case is followed, may often be the innocent victim of the accident. Allowing relief, on the other hand, will have but a remote tendency to encourage violations of the criminal law. The insurance affords no protection from criminal responsibility. *Cf. Patterson* v. *Standard Accident Ins. Co.*, 178 Mich. 288, 144 N. W. 491. Secondly, the mind of the man who acts negligently adverts to neither his civil nor his criminal responsibility. His case is clearly distinguishable from that of one who acts intentionally. In the latter case relief is properly denied. *Cf. Burt* v. *Union, etc. Ins. Ass'n*, 187 U. S. 362. See 21 HARV. L. REV. 530. But *cf. Murphy* v. *Metropolitan Life Ins. Co.*, 110 S. E. 178 (Ga.).

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE — STATE REGULATION AND PRICE-FIXING IN THE WHEAT INDUSTRY. — The complainant, and other buyers of like character, are owners of elevators and purchasers of grain bought in North Dakota to be shipped and sold at terminal markets in other states. The grain is bought from the producer at Minneapolis prices with a margin of profit added. The elevator operators ship to the highest bidder, but it is very unusual to get an offer from a point within

the state. A North Dakota statute provides as to sales between wheat producers and elevator operators: (1) that each operator must secure a license as deputy inspector; (2) that every purchase shall be based upon the system of grading and inspection established by the state inspector; (3) that upon complaint of a producer the state inspector may set a reasonable margin of profit in view of the Minneapolis prices. (1919 LAWS OF NORTH DAKOTA, c. 138.) In the Circuit Court of Appeals, the complainant secured an injunction against the enforcement of this statute as in violation of the Commerce Clause. *Held*, that the decree be affirmed. *Lemke* v. *Farmers Grain Co.*, U. S. Sup. Ct., Oct. Term, 1921, No. 456.

Wherever products move from producer to consumer across state lines, there is a practical problem to determine the point at which the process becomes interstate commerce. The mere manufacture or production of a commodity for interstate trade is not interstate commerce. *Kidd* v. *Pearson*, 128 U. S. 1; *Arkadelphia Milling Co.* v. *St. Louis & Southwestern Ry.*, 249 U. S. 134, 149; *Crescent Cotton Oil Co.* v. *Mississippi*, U. S. Sup. Ct., Oct. Term, 1921, No. 41. But under the particular circumstances of the principal case, the majority properly emphasized the fact that purchasing grain prior to a regular course of interstate shipment and resale was closely connected with activities conceded to be interstate commerce. *Dahnke-Walker Milling Co.* v. *Bondurant*, U. S. Sup. Ct., Oct. Term, 1921, No. 30; *MacNaughton Co.* v. *McGirl*, 20 Mont. 124, 49 Pac. 651. *Cf. Oklahoma* v. *Kansas Natural Gas Co.*, 221 U. S. 229. Since in regular course of business the wheat did arrive at an interstate market, it is unimportant that the complainant might have diverted any purchase to a local market. *The Eureka Pipe Line Co.* v. *Hallanan*, U. S. Sup. Ct., Oct. Term, 1921, No. 255; *Dahnke-Walker Milling Co.* v. *Bondurant*, *supra*. The margin of profit section, then, constitutes a direct burden on interstate commerce by limiting possible returns. But though the sales are treated as a step in interstate commerce, there is no reason to condemn state inspection laws in the absence of Congressional action. *Savage* v. *Jones*, 225 U. S. 501; *McLean* v. *Denver & Rio Grande Ry.*, 203 U. S. 38. The minority rightly contended that the inspection and profit sections are separable and so the former should stand. *Presser* v. *Illinois*, 116 U. S. 252. *Cf. International Textbook Co.* v. *Pigg*, 217 U. S. 91, 113. That this is a reasonable construction is emphasized by the fact that the legislation is directed at two distinct evils.

LEGACIES AND DEVISES — LAPSED BEQUESTS — EFFECT OF LAPSE WHERE THE ESTATE IS INSUFFICIENT TO PAY ALL THE LEGACIES. — The testatrix by her will left a fund to be "set apart in trust to form an annual prize to be given to any domestic going through the Hostel . . . ," a charitable organization. The assets were insufficient to satisfy all the legacies, which abated ratably. After the death of the testatrix the Hostel changed its purposes and disclaimed any right to the fund. *Held*, that the fund be used to make up the deficiency in the other legacies. *In re Fitzgibbon*, 21 Ont. W. N. 319 (High Ct. Div.).

If the legacy had lapsed before it vested in possession, the lapse should not accrue to the benefit of the residuary estate until the legacies which had abated were paid in full. *In re Tunno*, 45 Ch. D. 66; *Eales* v. *Drake*, 1 Ch. D. 217. See THEOBALD, WILLS, 7 ed., 156 *et seq.* It seems, however, that the legacy did vest in possession. On the failure of the trust the claim of the legatees must, therefore, arise by way of "resulting trust." *Cf. Hopkins* v. *Grimshaw*, 165 U. S. 342. And it is important to consider whether such a trust would be too remote because of the Rule against Perpetuities. A distinction is made between determinable charitable trusts and charitable trusts in perpetuity. In the former cases a resulting trust to the residuary legatees is allowed upon the termination of the trust. *In re Blunt's Trusts*,